


|                                                                                                                                                                                                                                                                                                    |                                    |                                                                                                                         |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |                                                                          |            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------|------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>                                                                                                                                                                                |                                    |                                                                                                                         |  | 1. REQUISITION NUMBER<br>SEE SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          | PAGE 1 OF 38                                                             |            |
| 2. CONTRACT NO.<br>N6600122C0065                                                                                                                                                                                                                                                                   |                                    | 3. AWARD/EFFECTIVE DATE<br>28-Sep-2022                                                                                  |  | 4. ORDER NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | 5. SOLICITATION NUMBER<br>N6600122R0065                                  |            |
| 7. FOR SOLICITATION INFORMATION CALL:                                                                                                                                                                                                                                                              |                                    | a. NAME<br>RYAN S. CONRAD                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | b. TELEPHONE NUMBER (No Collect Calls)<br>619-553-5585                   |            |
| 9. ISSUED BY<br>NAVAL INFORMATION WARFARE CENTER PACIFIC<br>RYAN S CONRAD CODE 22560<br>RYAN.S.CONRAD@NAVY.MIL<br>56360 HULL ST<br>SAN DIEGO CA 92152-5001<br>TEL: 619-553-5585<br>FAX:                                                                                                            |                                    | CODE<br>N66001                                                                                                          |  | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:<br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB)<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB<br>NAICS: 517410<br>SIZE STANDARD: (b)4 |          |                                                                          |            |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input checked="" type="checkbox"/> SEE SCHEDULE                                                                                                                                                                                        |                                    | 12. DISCOUNT TERMS<br>Net 30 Days                                                                                       |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                   |          | 13b. RATING                                                              |            |
| 15. DELIVER TO<br>NAVAL INFO WARFARE CENTER PAC RECEIVING<br>(b)4<br>4297 PACIFIC HIGHWAY<br>BLDG OT7<br>SAN DIEGO CA 92110-5000                                                                                                                                                                   |                                    | CODE<br>N66001                                                                                                          |  | 16. ADMINISTERED BY<br><br><b>SEE ITEM 9</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |                                                                          |            |
| 17a. CONTRACTOR/OFFEROR<br>HAWKEYE 360, INC.<br>NEYSA SPENCE<br>196 VAN BUREN ST STE 450<br>HERNDON VA 20170-5337<br>TELEPHONE NO (b)4                                                                                                                                                             |                                    | CODE<br>7JD09<br>FACILITY CODE                                                                                          |  | 18a. PAYMENT WILL BE MADE BY<br>NAVAL INFO WARFARE CENTER PACIFIC NERP<br>53560 HULL STREET<br>SAN DIEGO CA 92152                                                                                                                                                                                                                                                                                                                                                                                                         |          |                                                                          |            |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER<br><input type="checkbox"/>                                                                                                                                                                                                    |                                    | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |                                                                          |            |
| 19. ITEM NO.                                                                                                                                                                                                                                                                                       | 20. SCHEDULE OF SUPPLIES/ SERVICES |                                                                                                                         |  | 21. QUANTITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 22. UNIT | 23. UNIT PRICE                                                           | 24. AMOUNT |
| <b>SEE SCHEDULE</b>                                                                                                                                                                                                                                                                                |                                    |                                                                                                                         |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |                                                                          |            |
| 25. ACCOUNTING AND APPROPRIATION DATA<br><br><b>See Schedule</b>                                                                                                                                                                                                                                   |                                    |                                                                                                                         |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br><br><b>\$5,813,607.36</b> |            |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED                                                                                                            |                                    |                                                                                                                         |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |                                                                          |            |
| 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED                                                                                                                      |                                    |                                                                                                                         |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |                                                                          |            |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. |                                    |                                                                                                                         |  | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:                                                                                                                                                                                                                                                                                                                          |          |                                                                          |            |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR                                                                                                                                                                                                                                                               |                                    |                                                                                                                         |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)<br><br>                                                                                                                                                                                                                                                                                                                                                              |          |                                                                          |            |
| 30b. NAME AND TITLE OF SIGNER<br>(TYPE OR PRINT)                                                                                                                                                                                                                                                   |                                    | 30c. DATE SIGNED                                                                                                        |  | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)<br>Jorge E. Rosario / Contract Specialist<br>TEL: 619-553-4332<br>EMAIL: jorge.e.rosario@navy.mil                                                                                                                                                                                                                                                                                                                                                                        |          | 31c. DATE SIGNED<br>28-Sep-2022                                          |            |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br>(CONTINUED)                                                                                                                                     |                                       |                    |                                                                     | PAGE 2 OF 38                                                                                      |               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------|
| 19.<br>ITEM NO.                                                                                                                                                                                     | 20.<br>SCHEDULE OF SUPPLIES/ SERVICES | 21.<br>QUANTITY    | 22.<br>UNIT                                                         | 23.<br>UNIT PRICE                                                                                 | 24.<br>AMOUNT |
|                                                                                                                                                                                                     | SEE SCHEDULE                          |                    |                                                                     |                                                                                                   |               |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN<br><input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ |                                       |                    |                                                                     |                                                                                                   |               |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE                                                                                                                                              |                                       | 32c. DATE          | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |                                                                                                   |               |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE                                                                                                                                        |                                       |                    | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE       |                                                                                                   |               |
|                                                                                                                                                                                                     |                                       |                    | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE                 |                                                                                                   |               |
| 33. SHIP NUMBER                                                                                                                                                                                     |                                       | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR                                     | 36. PAYMENT                                                                                       |               |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL                                                                                                                                     |                                       |                    |                                                                     | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL |               |
| 38. S/R ACCOUNT NUMBER                                                                                                                                                                              | 39. S/R VOUCHER NUMBER                | 40. PAID BY        |                                                                     |                                                                                                   |               |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT<br>41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                                                                                     |                                       | 41c. DATE          | 42a. RECEIVED BY <i>(Print)</i>                                     |                                                                                                   |               |
|                                                                                                                                                                                                     |                                       |                    | 42b. RECEIVED AT <i>(Location)</i>                                  |                                                                                                   |               |
|                                                                                                                                                                                                     |                                       |                    | 42c. DATE REC'D <i>(YY/MM/DD)</i>                                   | 42d. TOTAL CONTAINERS                                                                             |               |

## Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES                                                                                                                                                                                                                          | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001    | Hawkeye360 Subscription & Services<br>FFP<br>Hawkeye 360 subscription and support services, as outlined in Section 3.1 of the Statement of Work. FMS Cases NV-P-GEC, NV-P-GEB, NV-P-GED, & NV-P-GEA<br>PURCHASE REQUEST NUMBER: 1301004733 |          |      |            | \$0.00 |
| NET AMT |                                                                                                                                                                                                                                            |          |      |            | \$0.00 |

| ITEM NO                         | SUPPLIES/SERVICES                                                                                                                                                                                                                                      | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001AA                          | (b) Hawkeye360 Subscription & Services<br>FFP<br>Hawkeye 360 subscription and support services, as outlined in Section 3.1 of the Statement of Work. FMS Case NV-P-GEC<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 1301004733-0001<br>PSC CD: 7G22 | (b)      | Each | (b)4       | (b)4   |
| NET AMT                         |                                                                                                                                                                                                                                                        |          |      |            | (b)4   |
| ACRN AA<br>CIN: 130100473300002 |                                                                                                                                                                                                                                                        |          |      |            | (b)4   |

| ITEM NO | SUPPLIES/SERVICES                                                                                                                                                                                                                                     | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001AB  | Hawkeye360 Subscription & Services<br>FFP<br>Hawkeye 360 subscription and support services, as outlined in Section 3.1 of the<br>Statement of Work. FMS Case NV-P-GEC<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 1301004733-0001<br>PSC CD: 7G22 | (b)      | Each | (b)4       | b(4)   |

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NET AMT

b(4)

ACRN AB  
CIN: 130100473300003

b(4)

| ITEM NO | SUPPLIES/SERVICES                                                                                                                                                                                                                                     | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001AC  | Hawkeye360 Subscription & Services<br>FFP<br>Hawkeye 360 subscription and support services, as outlined in Section 3.1 of the<br>Statement of Work. FMS Case NV-P-GEC<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 1301004733-0001<br>PSC CD: 7G22 | (b)      | Each | (b)4       | b(4)   |

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NET AMT

b(4)

ACRN AC  
CIN: 130100473300004

b(4)

| ITEM NO | SUPPLIES/SERVICES                                                                                                                                                                                                                                  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001AD  | Hawkeye360 Subscription & Services<br>FFP<br>Hawkeye 360 subscription and support services, as outlined in Section 3.1 of the Statement of Work. FMS Case NV-P-GEB<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 1301004733-0001<br>PSC CD: 7G22 | (b)      | Each | (b)4       | (b)4   |

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NET AMT

(b)4

ACRN AD  
CIN: 130100473300005

(b)4

| ITEM NO | SUPPLIES/SERVICES                                                                                                                                                                                                                                  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001AE  | Hawkeye360 Subscription & Services<br>FFP<br>Hawkeye 360 subscription and support services, as outlined in Section 3.1 of the Statement of Work. FMS Case NV-P-GEB<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 1301004733-0001<br>PSC CD: 7G22 | (b)      | Each | (b)4       | (b)4   |

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NET AMT

(b)4

ACRN AE  
CIN: 130100473300006

(b)4

| ITEM NO                         | SUPPLIES/SERVICES                                                                                                                                                                                                                                     | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001AF                          | Hawkeye360 Subscription & Services<br>FFP<br>Hawkeye 360 subscription and support services, as outlined in Section 3.1 of the<br>Statement of Work. FMS Case NV-P-GEB<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 1301004733-0001<br>PSC CD: 7G22 | (b)      | Each | (b)4       | (b)4   |
| NET AMT                         |                                                                                                                                                                                                                                                       |          |      |            | (b)4   |
| ACRN AF<br>CIN: 130100473300007 |                                                                                                                                                                                                                                                       |          |      |            | (b)4   |

| ITEM NO                         | SUPPLIES/SERVICES                                                                                                                                                                                                                                     | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001AG                          | Hawkeye360 Subscription & Services<br>FFP<br>Hawkeye 360 subscription and support services, as outlined in Section 3.1 of the<br>Statement of Work. FMS Case NV-P-GED<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 1301004733-0001<br>PSC CD: 7G22 | (b)      | Each | (b)4       | (b)4   |
| NET AMT                         |                                                                                                                                                                                                                                                       |          |      |            | (b)4   |
| ACRN AG<br>CIN: 130100473300008 |                                                                                                                                                                                                                                                       |          |      |            | (b)4   |

| ITEM NO                         | SUPPLIES/SERVICES                                                                                                                                                                                                                                     | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001AH                          | Hawkeye360 Subscription & Services<br>FFP<br>Hawkeye 360 subscription and support services, as outlined in Section 3.1 of the<br>Statement of Work. FMS Case NV-P-GED<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 1301004733-0001<br>PSC CD: 7G22 | (b)      | Each | (b)4       | (b)4   |
| NET AMT                         |                                                                                                                                                                                                                                                       |          |      |            | (b)4   |
| ACRN AH<br>CIN: 130100473300009 |                                                                                                                                                                                                                                                       |          |      |            | (b)4   |

| ITEM NO                         | SUPPLIES/SERVICES                                                                                                                                                                                                                                     | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001AJ                          | Hawkeye360 Subscription & Services<br>FFP<br>Hawkeye 360 subscription and support services, as outlined in Section 3.1 of the<br>Statement of Work. FMS Case NV-P-GED<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 1301004733-0001<br>PSC CD: 7G22 | (b)      | Each | (b)4       | (b)4   |
| NET AMT                         |                                                                                                                                                                                                                                                       |          |      |            | (b)4   |
| ACRN AJ<br>CIN: 130100473300010 |                                                                                                                                                                                                                                                       |          |      |            | (b)4   |

| ITEM NO                         | SUPPLIES/SERVICES                                                                                                                                                                                                                                  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001AK                          | Hawkeye360 Subscription & Services<br>FFP<br>Hawkeye 360 subscription and support services, as outlined in Section 3.1 of the Statement of Work. FMS Case NV-P-GEA<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 1301004733-0001<br>PSC CD: 7G22 | (b)      | Each | (b)4       | (b)4   |
| NET AMT                         |                                                                                                                                                                                                                                                    |          |      |            | (b)4   |
| ACRN AK<br>CIN: 130100473300011 |                                                                                                                                                                                                                                                    |          |      |            | (b)4   |

| ITEM NO                         | SUPPLIES/SERVICES                                                                                                                                                                                                                                  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001AL                          | Hawkeye360 Subscription & Services<br>FFP<br>Hawkeye 360 subscription and support services, as outlined in Section 3.1 of the Statement of Work. FMS Case NV-P-GEA<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 1301004733-0001<br>PSC CD: 7G22 | (b)      | Each | (b)4       | (b)4   |
| NET AMT                         |                                                                                                                                                                                                                                                    |          |      |            | (b)4   |
| ACRN AL<br>CIN: 130100473300012 |                                                                                                                                                                                                                                                    |          |      |            | (b)4   |



| ITEM NO                         | SUPPLIES/SERVICES                                                                                                                                                                                                                                  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001AM                          | Hawkeye360 Subscription & Services<br>FFP<br>Hawkeye 360 subscription and support services, as outlined in Section 3.1 of the Statement of Work. FMS Case NV-P-GEA<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 1301004733-0001<br>PSC CD: 7G22 | (b)      | Each | (b)4       | (b)(4) |
| NET AMT                         |                                                                                                                                                                                                                                                    |          |      |            | (b)(4) |
| ACRN AM<br>CIN: 130100473300013 |                                                                                                                                                                                                                                                    |          |      |            | (b)(4) |

| ITEM NO        | SUPPLIES/SERVICES                                                                                                                                                                                                                                                                                                                                     | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0002<br>OPTION | Hawkeye360 Subscription & Services<br>FFP<br>Hawkeye 360 subscription and support services, as outlined in Section 3.2 of the Statement of Work. The Government reserves the right to execute & fund the option via alpha-numeric SLINs under CLIN 0003, to which price ceiling from CLIN 0002 will be realigned.<br>FOB: Destination<br>PSC CD: 7G22 | (b)      | Each | (b)4       | (b)(4) |
| NET AMT        |                                                                                                                                                                                                                                                                                                                                                       |          |      |            | (b)(4) |

STATEMENT OF WORK

**STATEMENT OF WORK**  
**COMMERCIAL RADIO FREQUENCY (RF) DATA & ANALYTICS SUBSCRIPTION**

**1.0 INTRODUCTION.**

- 1.1. BACKGROUND.** This contract provides for commercial RF data received by constellations of satellites operated by HawkEye 360, Inc. This effort will provide the services required to continue improving partner nation Maritime Domain Awareness (MDA) through data. Access to commercial RF through (b)(3)

**1.2. SCOPE.** In the performance of this contract, the contractor shall provide (a) Mobile Training Team (MTT) support, (b) analytical support, and (c) Hawkeye 360 subscription services as detailed in Section 3.0 below:

## **2.0 APPLICABLE DOCUMENTS.**

DODI 5200.48, Controlled Unclassified Information (CUI), 6 March 2020.

## **3.0 TECHNICAL REQUIREMENTS.**

### **3.1 Base Year Requirements.**

**3.1.1 (b)(3) Data and Analytics.** The Contractor shall provide a (b)(4) subscription service for HawkEye 360 data and analytics covering the (b)(3) as depicted in Figure A.2, of Attachment (1) LOCATIONS LIST, which is subject to further refinement. Over Areas A and B, at least (b)(4) collections shall be programmed (b)(3) selected from (b)(3), (b)(4) or other Signals of Interest (SOIs) as mutually agreed. The collections shall be comprised of (b)(4) SOI programmed for collection over Area A & (b)(4) SOI programmed for collection over Area B. In addition, (b)(4) additional planned collections shall be allocated within the combined Areas of A and B in coordination with the end user to support surge periods of collection for (b)(3) consistent with capacity planning. The Contractor shall coordinate with end users to determine which SOIs are scheduled for collection, to maximize effectiveness for that specific area, consistent with capacity planning requirements. The Contractor shall provide advance details regarding unused surge allocations that will otherwise expire at end of subscription term.

The Contractor shall provide an end user license authorizing the use of HawkEye 360 data and analytics in (b)(3) by the (b)(3), (b)(4)

The Contractor shall provide (b)(3) delivery of (b)(3) over the AOIs and shall include the (b)(3) Parties anticipate that other (b)(3) may be provided (b)(3), (b)(4)

**3.1.2 (b)(3) Data and Analytics.** The Contractor shall provide a (b)(4) subscription service for HawkEye 360 data and analytics covering the (b)(3) as depicted in Figure A.3 of Attachment (1) LOCATIONS LIST, which is subject to further refinement. Over the Area C, at least one (1) collection shall be programmed (b)(3) selected from (b)(3), (b)(4) or other SOIs as mutually agreed. The Contractor shall coordinate with end users to determine which SOIs are scheduled for collection, to maximize effectiveness for that specific area, consistent with capacity planning requirements.

The Contractor shall provide an end user license authorizing the use of HawkEye 360 data and analytics in (b)(3) (b)(3), (b)(4)

The Contractor shall provide the (b)(3) delivery of (b)(3) over the AOI to include the (b)(3) Parties anticipate that other (b)(3) may be provided by mutual agreement for inclusion into (b)(3) and other next generation (b)(3)

**3.1.3 Training Support for (b)(3) Mobile Training Team (MTT).** The Contractor shall provide training support by HawkEye 360 personnel in support of (b)(3) training efforts. The (b)(4) [REDACTED]  
[REDACTED]  
[REDACTED] Travel of HawkEye 360 personnel is subject to any travel and quarantine restrictions. Remote technical and training support is anticipated for this effort.

**3.1.4 Remote Analytical Support.** The Contractor shall provide (b)(4) [REDACTED] to remotely support end user customers through (b)(3) [REDACTED] or through another specified (b)(3) [REDACTED] platform. (b)(3), (b)(4) [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### 3.2 Option Year Requirements:

**3.2.1 (b)(3) Data and Analytics.** The Contractor shall provide a (b)(4) [REDACTED] subscription service for HawkEye 360 data and analytics covering the (b)(3) [REDACTED] as depicted in Figure B.2 of Attachment (1) LOCATIONS LIST, which is subject to further refinement. Over Areas A and B, (b)(4) [REDACTED] collections shall be programmed daily, selected from (b)(3), (b)(4) [REDACTED] or other SOIs as mutually agreed. The collections shall be comprised of (b)(3), (b)(4) [REDACTED] SOIs programmed for collection over Area A & (b)(3), (b)(4) [REDACTED] SOIs programmed for collection over Area B. The Contractor shall coordinate with end users to determine which SOIs are scheduled for collection, to maximize effectiveness for that specific area, consistent with capacity planning requirements.

The Contractor shall provide an end user license authorizing the use of HawkEye 360 data and analytics in (b)(3) [REDACTED] (b)(3), (b)(4) [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] The Contractor shall provide daily delivery of (b)(3) [REDACTED] over the AOIs and shall include (b)(3) [REDACTED]  
[REDACTED] (b)(3), (b)(4) [REDACTED]  
[REDACTED]  
[REDACTED]

**3.2.2 (b)(3) Data and Analytics.** The Contractor shall provide a (b)(4) [REDACTED] subscription service for HawkEye 360 data and analytics covering (b)(3) [REDACTED] as depicted in Figure B.3 of Attachment (1) LOCATIONS LIST, which is subject to further refinement. Over Area C, (b)(3), (b)(4) [REDACTED] collections shall be programmed daily, selected from (b)(3), (b)(4) [REDACTED] or other SOIs as mutually agreed. The Contractor shall coordinate with end users of (b)(3) [REDACTED] over the AOIs for collection, to maximize effectiveness for that specific area, consistent with capacity planning requirements.

The Contractor shall provide an end user license authorizing the use of HawkEye 360 data and analytics in (b)(3) [REDACTED] (b)(3), (b)(4) [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] The Contractor shall provide the daily delivery of (b)(3) [REDACTED] over the AOI to include the (b)(3) [REDACTED]  
[REDACTED] (b)(3), (b)(4) [REDACTED]  
[REDACTED]

b(3), b(4)

- 3.2.3** b(3) **Data and Analytics.** The Contractor shall provide a 365-day subscription service for HawkEye 360 data and analytics covering the b(3) as depicted in Figure B.4 of Attachment (1), LOCATIONS LIST, which is subject to further refinement. b(3), b(4) collections shall be programmed daily, selected from b(3), b(4) or other SOIs as mutually agreed. The collections shall be comprised of at least b(3), b(4) collections for each of b(3), b(4) AOIs depicted in Figure B.4. The Contractor shall coordinate with end users to determine which SOIs are scheduled for collection, to maximize effectiveness for that specific area, consistent with capacity planning requirements.

The Contractor shall provide an end user license authorizing the use of HawkEye 360 data and analytics in b(3), b(4)

The Contractor shall provide daily delivery of b(3) over the AOIs and shall include the b(3)

b(3), b(4)

### 3.2.4

#### 3.2.4.1

b(3), b(4)

In this capacity, the Contractor shall allow for: b(3), b(4)

#### 3.2.4.2

b(3), b(4) The Contractor shall allow for the b(3), b(4)

In this capacity, the Contractor shall allow for: b(3), b(4)

b(3), b(4)

3.2.4.3 b(3), b(4) The Contactor shall allow for the  
b(3), b(4)

In this capacity, the Contractor shall allow for: b(3), b(4)

3.2.5 **Training Support for b(3) Mobile Training Team (MTT).** The Contractor shall provide training support by HawkEye 360 personnel in support of b(3) training efforts. The  
b(4)

b(3), b(4) Travel of HawkEye 360 personnel is subject to any travel and quarantine restrictions. Remote technical and training support is anticipated for this effort.

3.2.6 **Dedicated Remote Analytical Support.** HawkEye 360 shall provide b(3), b(4)

3.3 **Delivery at Direction of Government.** b(3) hereby directs HawkEye 360 to provide (a) MTT support, (b) analytical support, and (c) HE360 commercial RF data and analytics subscription services as detailed in Section 3.0 of this SOW. As noted in Section 1.1 of this SOW, this contract effort will provide services required to continue improving partner nation MDA through data, including the provision of Southeast Asia and South Asia partner nations' access to HawkEye 360's commercial RF data through the b(3)

In performance of this contract, HawkEye 360 has determined to request written direction from b(3) as contemplated under 22 CFR § 126.4(b). In response b(3) is providing this written direction to proceed with this SOW and contract requirements.

## 5.0 PLACE OF PERFORMANCE

It is anticipated that tasking under this effort will be performed at the Contractor's facility and locations covered by Section 3.0 tasking.

## 6.0 GOVERNMENT FURNISHED PROPERTY (GFP)

- Government Furnished Property (GFP): Not anticipated to be furnished to the Contractor.
- Government Furnished Information (GFI): Not anticipated to be furnished to the Contractor.
- Government Property (Incidental): The Government property provided in support of the contract that is incidental to the place of performance. Per FAR 45.000(b)(5), Government property that is incidental to the place of performance, when the contract requires Contractor personnel to be located on a Government site or installation, and when the property used by the Contractor within the location remains accountable to the Government. As such, the property is not considered GFP.
- Government Furnished Facilities: not anticipated to be furnished to the Contractor

## 7.0 SECURITY

The work under this contract is UNCLASSIFIED. The contractor does not require a Common Access Card (CAC) or a Defense Biometric Identification System (DBIDS). Therefore, NIWC PAC is not responsible for making a Fitness Determination.

Pursuant to DoDM 5200.01 and DoDI 5200.48, the contractor shall provide adequate security for all CUI and Unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on contract. If the contractor originates, adds to, or changes any of the DOD information, it must be marked in accordance with DODI 5200.48 and handled properly. The contractor shall disseminate CUI and unclassified DOD information within the scope of assigned duties and with a clear expectation that confidentiality is preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking.)

**7.1 OPERATIONS SECURITY (OPSEC).** OPSEC is a five step analytical process (identify critical information; analyze the threat; analyze vulnerabilities; assess risk; develop countermeasures) that is used as a means to identify, control, and protect unclassified and unclassified sensitive information associated with U.S. national security related programs and activities. All personnel working under this task will at some time handle, produce or process Critical Information or Critical Program Information, and therefore all Contractor personnel must practice OPSEC. All work is to be performed in accordance with DoD OPSEC requirements.

**7.2 OPERATIONS SECURITY (OPSEC) REQUIREMENTS.** Security programs are oriented towards protection of classified information and material. Operations Security (OPSEC) is an operations function, which involves the protection of any critical information – focusing on unclassified information that may be susceptible to adversary exploitation. Pursuant to DoDD 5205.02E SECNAVINST 3070.2A, and NAVWARINST 3432.1, NAVWAR/NIWC Atlantic/NIWC Pacific's OPSEC program implements requirements in DoD 5205.02-M – OPSEC Program Manual. Note: OPSEC requirements are applicable when contract personnel have access to classified information, unclassified Critical Program Information (CPI), Controlled Unclassified Information (CUI) or Department of Navy (DoN) networks.

**7.3 LOCAL AND INTERNAL OPSEC REQUIREMENT.** Contractor personnel, including subcontractors if applicable, shall adhere to the OPSEC program policies and practices as cited in the NAVWARINST 3432.1 and existing local site OPSEC procedures. The Contractor shall develop their own internal OPSEC program specific to the contract and based on NAVWAR/NIWC Atlantic/NIWC Pacific OPSEC requirements. The Contractor's program shall identify the current contractor site OPSEC Officer/Coordinator/POC.

**7.4 OPSEC TRAINING.** Contractor shall track and ensure applicable personnel receive initial and annual OPSEC awareness training. Training may be provided by the government or by the contractor's OPSEC Manager. Contractor training shall include, at a minimum, cover OPSEC as it relates to contract work; discuss the Critical Information applicable in the contract; applicable review of government Critical Information and Indicators List(s) (CIIL); social media awareness and vulnerabilities; local threats; how to protect, transmit, and destroy controlled unclassified information; risks and guidance pertaining to geolocation-capable devices, applications, and services; and OPSEC review procedures for public

release. The Contractor shall ensure that training materials developed by the Contractor shall be reviewed by the NAVWAR/NIWC Atlantic/NIWC Pacific OPSEC Officer, who will ensure it is consistent with NAVWAR/NIWC Atlantic/NIWC Pacific OPSEC policies. OPSEC training requirements are applicable for personnel during their entire term supporting NAVWAR/NIWC Atlantic/NIWC Pacific contracts and for the duration of DoN Network access.

- 7.5 **NAVWAR/NIWC Atlantic/NIWC Pacific OPSEC Program.** If required, the Contractor shall participate in NAVWAR/NIWC Atlantic/NIWC Pacific OPSEC program briefings and working meetings, and complete any required OPSEC survey or data call within the timeframe specified.

## 8.0 TRAVEL

Travel is anticipated during the performance of this contract.

### STATEMENT OF WORK - ADDENDUM

#### **I. CONTRACTOR IDENTIFICATION**

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.
- (c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with contractor supplied signs, name plates or other identification, showing that these are work areas for contractor or subcontractor personnel.

#### **II. REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION**

- (a) Definition. As used in this text, “sensitive information” includes:
  - (i) All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
  - (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC Ch. 21);
  - (iii) Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;
  - (iv) Other information designated as sensitive by the Naval Information Warfare Systems Command (NAVWAR).
- (b) In the performance of the contract, the contractor may receive or have access to information, including information in Government information systems and secure websites. Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.
- (c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The contractor shall—

- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
  - (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
  - (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
  - (iv) Execute a "Contractor Access to Information Non-Disclosure Agreement," and obtain and submit to the Contracting Officer a signed "Contractor Employee Access to Information Non-Disclosure Agreement" for each employee prior to assignment;
  - (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.
- (d) In the event that the contractor inadvertently accesses or receives any information marked as "proprietary," "procurement sensitive," or "source selection sensitive," or that, even if not properly marked otherwise indicates the contractor may not be authorized to access such information, the contractor shall (i) notify the Contracting Officer; and (ii) refrain from any further access until authorized in writing by the Contracting Officer.
- (e) The requirements of this text are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government information systems.
- (f) Subcontracts. The contractor shall insert paragraphs (a) through (f) of this text in all subcontracts that may require access to sensitive information in the performance of the contract.
- (g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate contractor personnel requiring access to information in the performance of the contract from other contractor personnel to ensure that the contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

### III. DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative (COR) for this contract/order:

Name: b(6)  
Code: 56205  
Phone Number: 619-553-4360



E-mail: b(6)@us.navy.mil

#### IV. POST-AWARD IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA PERTAINING TO A COMMERCIAL ITEM AND COMMERCIAL COMPUTER SOFTWARE

- (a) Definitions. Unless otherwise specified in this provision, the terms used in this provision are defined in the FAR/DFARS, as applicable.
- (b) Post-award Assertions. In addition to the pre-award assertions made, other assertions on technical data pertaining to a commercial item and commercial computer software may be identified after award when based on new information or inadvertent omissions, unless the inadvertent omissions would have materially affected the source selection decision. Such identifications and assertions shall be submitted to the contracting officer as soon as practicable prior to the scheduled date for delivery of the technical data/computer software, using the table format found below and signed by an official authorized to contractually obligate the contractor.

| Commercial Technical Data/Computer Software Title, Version #, and License* | Technical Use/Implementing Approach** | If OSS, Was OSS modified by Contractor?*** | Name of Contractor Delivering Commercial Software**** |
|----------------------------------------------------------------------------|---------------------------------------|--------------------------------------------|-------------------------------------------------------|
|                                                                            |                                       |                                            |                                                       |

\* For commercial technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the computer software or computer software documentation. The complete title and version number of the computer software should be listed. If Open Source Software (OSS), the OSS license and version number should be listed. If a version number is not available, the contractor should state no version number. If commercial technical data is being delivered under the terms of DFARS 252.227-7015, then DFARS 252.227-7015 should be listed. If the OSS was downloaded from a website, the website address should also be provided. Enter none if all commercial technical data or commercial computer software will be submitted without restrictions.

\*\* The functionality of the commercial computer software should be described, as well as where it is being used within the larger computer software deliverable (if applicable).

\*\*\* If OSS is being used, the contractor should state whether it has modified the OSS.

\*\*\*\* Corporation, individual, or other person as appropriate.

- (c) Licenses. The contractor shall provide copies of all commercial license(s) for the commercial technical data or commercial computer software that will be delivered. The Government will review the licenses to ensure that the license terms are consistent with federal procurement law and meet the Government's end user needs.
- (d) Use of OSS Without Delivery. The Government treats OSS as a category of commercial computer software. If the contractor proposes to use, but not deliver, commercial computer software (including OSS), the contractor must ensure that such use does not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables; or (ii) grant, or purport to grant,

to any third party any rights to or immunities under Government intellectual property or Government data rights to the Government computer software deliverables.

## V. INTELLIGENCE OVERSIGHT

In compliance with DoDD 5148.13 paragraph 4.1.e and SECNAVINST 3820.3F, for any contractor personnel conducting Intelligence or Intelligence-related activities or supporting those efforts under Department of Defense authorities shall report any Questionable Intelligence Activity (QIA), Significant, or Highly Sensitive Matter (S/HSM) to the Naval Information Warfare Systems Command Intelligence Oversight Program Manager or Senior Intelligence Officer.

**Questionable Intelligence Activity (QIA):** Any Intelligence or Intelligence-related activity when there is reason to believe such activity may be unlawful or contrary to an Executive Order, Presidential Directive, Intelligence Community Directive, or applicable DoD policy governing that activity.

**Significant or Highly Sensitive Matter (S/HSM):** An Intelligence or Intelligence-related activity (regardless of whether the Intelligence or Intelligence-related activity is unlawful or contrary to an Executive Order, Presidential Directive, Intelligence Community Directive, or DoD policy), or serious criminal activity by Intelligence personnel, that could impugn the reputation or integrity of the Intelligence Community, or otherwise call into question the propriety of Intelligence activities. Such matters might involve actual or potential:

- Congressional inquiries or investigations
- Adverse media coverage
- Impact on foreign relations or foreign partners
- Systemic compromise, loss, or unauthorized disclosure of protected information.

## VI. CONTRACTOR COMPLIANCE WITH FOREIGN ENTRY REQUIREMENTS

Contractor personnel performing contracts outside of the United States must comply with the entry requirements of the respective geographic combatant command (GCC) and all applicable host nation procedures. These entry/clearance requirements are stipulated on a country-by-country basis in the Electronic Foreign Clearance Guide (EFCG), located at <https://www.fcg.pentagon.mil>. Compliance with the EFCG is required for all contractor personnel traveling outside of the United States in support of this contract. Contractor personnel are responsible for ensuring they obtain access to the EFCG by requesting a username and password at <https://www.fcg.pentagon.mil>, and that all foreign entry requirements are met.

## VII. CONTRACTOR NOTIFICATION – AWARENESS OF EXPECTATIONS

Contractor personnel must adhere to all current DoD, SECNAV, OPNAV, and NIWC Pacific instructions related to foreign travel.

Contractor personnel are reminded of their obligation to safeguard the vital relationship our Nation has with Foreign Countries. This includes personal conduct while performing under the contract and on one's personal time because, at all times, you are viewed by our partners as a representative of the United States, our Navy, and NAVWAR. Therefore, professional, courteous, and culturally aware conduct is necessary at all times. Inappropriate conduct, and especially intoxication and criminal behaviors, will not be tolerated. An all too common nexus for personnel misconduct while on travel is irresponsible consumption of alcohol. Intoxication increases your vulnerability to crime, injury, arrest, terrorism and espionage.

While traveling on official business, representing and performing in support of NAVWAR's mission, all personnel, including military, civilian and contractors, are expected to act in a professional and responsible manner. In order to promote effective relationships with business partners and allied nations, it is incumbent on contractor personnel to follow local laws and employ courteous and culturally aware behavior. Inappropriate conduct may jeopardize important relationships for the United States Navy, NAVWAR, NIWC Pacific and NIWC Atlantic, and will not be tolerated.

In all cases, contractors are reminded of their responsibilities under FAR Subpart 3.10, Contractor Code of Business Ethics and Conduct, and specifically FAR 3.1002, which requires contractors to conduct themselves with the highest degree of integrity and honesty.

Additionally, in accordance with FAR 3.1003(a)(2), contractors may be suspended and/or debarred for failing to timely disclose to the Government, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, credible evidence that a principal, employee, agent, or subcontractor of the contractor has committed—

- A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
- A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN   | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|--------|-------------|------------|-------------|------------|
| 0001   | N/A         | N/A        | N/A         | N/A        |
| 0001AA | Destination | Government | Destination | Government |
| 0001AB | Destination | Government | Destination | Government |
| 0001AC | Destination | Government | Destination | Government |
| 0001AD | Destination | Government | Destination | Government |
| 0001AE | Destination | Government | Destination | Government |
| 0001AF | Destination | Government | Destination | Government |
| 0001AG | Destination | Government | Destination | Government |
| 0001AH | Destination | Government | Destination | Government |
| 0001AJ | Destination | Government | Destination | Government |
| 0001AK | Destination | Government | Destination | Government |
| 0001AL | Destination | Government | Destination | Government |
| 0001AM | Destination | Government | Destination | Government |
| 0002   | Destination | Government | Destination | Government |

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC /<br>CAGE |
|------|---------------|----------|-----------------|------------------|
| 0001 | N/A           | N/A      | N/A             | N/A              |

|                    |    |                                                                                                                                                       |        |
|--------------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 0001AA 30-SEP-2022 | 12 | NAVAL INFO WARFARE CENTER PAC<br>RECEIVING<br>b(6)<br>4297 PACIFIC HIGHWAY<br>BLDG OT7<br>SAN DIEGO CA 92110-5000<br>619-553-1744<br>FOB: Destination | N66001 |
| 0001AB 30-SEP-2022 | 12 | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination                                                                                                       | N66001 |
| 0001AC 30-SEP-2022 | 12 | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination                                                                                                       | N66001 |
| 0001AD 30-SEP-2022 | 12 | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination                                                                                                       | N66001 |
| 0001AE 30-SEP-2022 | 12 | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination                                                                                                       | N66001 |
| 0001AF 30-SEP-2022 | 12 | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination                                                                                                       | N66001 |
| 0001AG 30-SEP-2022 | 12 | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination                                                                                                       | N66001 |
| 0001AH 30-SEP-2022 | 12 | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination                                                                                                       | N66001 |
| 0001AJ 30-SEP-2022 | 12 | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination                                                                                                       | N66001 |
| 0001AK 30-SEP-2022 | 12 | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination                                                                                                       | N66001 |
| 0001AL 30-SEP-2022 | 12 | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination                                                                                                       | N66001 |
| 0001AM 30-SEP-2022 | 12 | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination                                                                                                       | N66001 |
| 0002 30-SEP-2023   | 1  | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination                                                                                                       | N66001 |

## ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH3P 260 77777 0 050120 2F 000000  
 COST CODE: A00007013796  
 AMOUNT: \$1,432,419.96

AB: 97X4930 NH3P 260 77777 0 050120 2F 000000  
 COST CODE: A10007013796  
 AMOUNT: b(4)

AC: 97X4930 NH3P 260 77777 0 050120 2F 000000  
 COST CODE: A20007013796  
 AMOUNT: b(4)

AD: 97X4930 NH3P 260 77777 0 050120 2F 000000  
 COST CODE: A30007013796  
 AMOUNT: b(4)

AE: 97X4930 NH3P 260 77777 0 050120 2F 000000  
 COST CODE: A40007013796  
 AMOUNT: b(4)

AF: 97X4930 NH3P 260 77777 0 050120 2F 000000  
 COST CODE: A50007013796  
 AMOUNT: b(4)

AG: 97X4930 NH3P 260 77777 0 050120 2F 000000  
 COST CODE: A60007013796  
 AMOUNT: b(4)

AH: 97X4930 NH3P 260 77777 0 050120 2F 000000  
 COST CODE: A70007013796  
 AMOUNT: b(4)

AJ: 97X4930 NH3P 260 77777 0 050120 2F 000000  
 COST CODE: A80007013796  
 AMOUNT: b(4)

AK: 97X4930 NH3P 260 77777 0 050120 2F 000000  
 COST CODE: B10007013796  
 AMOUNT: b(4)

AL: 97X4930 NH3P 260 77777 0 050120 2F 000000  
 COST CODE: B00007013796  
 AMOUNT: b(4)

AM: 97X4930 NH3P 260 77777 0 050120 2F 000000  
 COST CODE: B20007013796  
 AMOUNT: b(4)

| ACRN | CLIN/SLIN | CIN             | AMOUNT |
|------|-----------|-----------------|--------|
| AA   | 0001AA    | 130100473300002 | b(4)   |
| AB   | 0001AB    | 130100473300003 |        |
| AC   | 0001AC    | 130100473300004 |        |
| AD   | 0001AD    | 130100473300005 |        |
| AE   | 0001AE    | 130100473300006 |        |
| AF   | 0001AF    | 130100473300007 |        |
| AG   | 0001AG    | 130100473300008 |        |
| AH   | 0001AH    | 130100473300009 |        |
| AJ   | 0001AJ    | 130100473300010 |        |
| AK   | 0001AK    | 130100473300011 |        |
| AL   | 0001AL    | 130100473300012 |        |
| AM   | 0001AM    | 130100473300013 |        |

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC       | N6600B                            |
| Issue By DoDAAC           | N66001                            |
| Admin DoDAAC**            | N66001                            |
| Inspect By DoDAAC         | N66001                            |
| Ship To Code              | N66001                            |
| Ship From Code            | N/A                               |
| Mark For Code             | N/A                               |
| Service Approver (DoDAAC) | N/A                               |
| Service Acceptor (DoDAAC) | N/A                               |
| Accept at Other DoDAAC    | N/A                               |
| LPO DoDAAC                | N/A                               |
| DCAA Auditor DoDAAC       | N/A                               |
| Other DoDAAC(s)           | N/A                               |

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

Not Applicable.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

**G-4 PAYMENT INSTRUCTIONS**

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table below based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort.

| Contract/Order<br>Payment Clause                                                                                                                                                                                      | Type of<br>Payment<br>Request                    | Supply | Service | Construction | Payment Office<br>Allocation Method                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------|---------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 52.212-4 (Alt I),<br>Contract Terms and<br>Conditions—<br>Commercial Items<br><br>52.216-7,<br>Allowable Cost and<br>Payment<br><br>52.232-7, Payments<br>under Time-and-<br>Materials and<br>Labor-Hour<br>Contracts | Cost Voucher                                     | N/A    | X       | N/A          | Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.                                                |
| 52.232-1, Payments                                                                                                                                                                                                    | Navy<br>Shipbuilding<br>Invoice (Fixed<br>Price) | X      | N/A     | N/A          | Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year. |
| 52.232-1,<br>Payments;<br>52.232-2, Payments<br>under Fixed-Price<br>Research and<br>Development<br>Contracts;<br>52.232-3, Payments<br>under Personal<br>Services Contracts;<br>52.232-4, Payments<br>under          | Invoice                                          | X      | X       | N/A          | Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.                                                |



|                                                                                                                                                           |                              |     |     |     |                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----|-----|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers |                              |     |     |     |                                                                                                                                                                                                                                                                                                                                                                         |
| 52.232-5, Payments Under Fixed-Price Construction Contracts                                                                                               | Construction Payment Invoice | N/A | N/A | X   | Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year. |
| 52.232-16, Progress Payments                                                                                                                              | Progress Payment*            | X   | X   | N/A | Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.                                                                     |
| 52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items                                     | Commercial Item Financing*   | X   | X   | N/A | Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).                                                                                                                                                            |
| 52.232-32, Performance-Based Payments                                                                                                                     | Performance-Based Payments*  | X   | X   | N/A | Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).                                                                                                                                                            |
| 252.232-7002, Progress Payments for Foreign Military Sales Acquisitions                                                                                   | Progress Payment*            | X   | X   | N/A | Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.                                                                                                                                                                                                                                                         |

\*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

### H-3 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION

(a) Definition.

“Confidential Business Information,” (information) as used in this text, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep and protect such information, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Naval Information Warfare Systems Command (NAVWAR) may release to individuals employed by NAVWAR support contractors and their subcontractors. Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its information, but only for purposes as described in paragraph (c) of this text.

(c) Circumstances where NAVWAR may release the contractor’s or subcontractors’ information include the following:

- (1) To other NAVWAR contractors and subcontractors, and their employees tasked with assisting NAVWAR in handling and processing information and documents in the administration of NAVWAR contracts, such as file room management and contract closeout; and,
- (2) To NAVWAR contractors and subcontractors, and their employees tasked with assisting NAVWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) NAVWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. NAVWAR will permit the limited release of information under paragraphs (c)(1) and (c)(2) only under the following conditions:

- (1) NAVWAR determines that access is required by other NAVWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to information is restricted to individuals with a bona fide need to possess;
- (3) Contractors and their subcontractors having access to information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the information that would be provided by NAVWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the information and that unauthorized use of the information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government; and
- (4) NAVWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2).

(e) NAVWAR’s responsibilities under the Freedom of Information Act are not affected by this text.

(f) The contractor agrees to include, and require inclusion of, this text in all subcontracts at any tier that requires the furnishing of information.

## CLAUSES INCORPORATED BY REFERENCE

|                |                                                                                                                                         |          |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------|
| 52.203-3       | Gratuities                                                                                                                              | APR 1984 |
| 52.203-6 Alt I | Restrictions On Subcontractor Sales To The Government<br>(JUN 2020) -- Alternate I                                                      | NOV 2021 |
| 52.203-12      | Limitation On Payments To Influence Certain Federal<br>Transactions                                                                     | JUN 2020 |
| 52.203-13      | Contractor Code of Business Ethics and Conduct                                                                                          | NOV 2021 |
| 52.203-15      | Whistleblower Protections Under the American Recovery and<br>Reinvestment Act of 2009                                                   | JUN 2010 |
| 52.203-19      | Prohibition on Requiring Certain Internal Confidentiality<br>Agreements or Statements                                                   | JAN 2017 |
| 52.204-9       | Personal Identity Verification of Contractor Personnel                                                                                  | JAN 2011 |
| 52.204-10      | Reporting Executive Compensation and First-Tier<br>Subcontract Awards                                                                   | JUN 2020 |
| 52.204-13      | System for Award Management Maintenance                                                                                                 | OCT 2018 |
| 52.204-18      | Commercial and Government Entity Code Maintenance                                                                                       | AUG 2020 |
| 52.204-21      | Basic Safeguarding of Covered Contractor Information<br>Systems                                                                         | NOV 2021 |
| 52.204-23      | Prohibition on Contracting for Hardware, Software, and<br>Services Developed or Provided by Kaspersky Lab and Other<br>Covered Entities | NOV 2021 |
| 52.204-25      | Prohibition on Contracting for Certain Telecommunications<br>and Video Surveillance Services or Equipment                               | NOV 2021 |
| 52.209-6       | Protecting the Government's Interest When Subcontracting<br>With Contractors Debarred, Suspended, or Proposed for<br>Debarment          | NOV 2021 |
| 52.209-9       | Updates of Publicly Available Information Regarding<br>Responsibility Matters                                                           | OCT 2018 |
| 52.209-10      | Prohibition on Contracting With Inverted Domestic<br>Corporations                                                                       | NOV 2015 |
| 52.219-8       | Utilization of Small Business Concerns                                                                                                  | OCT 2018 |
| 52.222-3       | Convict Labor                                                                                                                           | JUN 2003 |
| 52.222-21      | Prohibition Of Segregated Facilities                                                                                                    | APR 2015 |
| 52.222-26      | Equal Opportunity                                                                                                                       | SEP 2016 |
| 52.222-35      | Equal Opportunity for Veterans                                                                                                          | JUN 2020 |
| 52.222-36      | Equal Opportunity for Workers with Disabilities                                                                                         | JUN 2020 |
| 52.222-37      | Employment Reports on Veterans                                                                                                          | JUN 2020 |
| 52.222-40      | Notification of Employee Rights Under the National Labor<br>Relations Act                                                               | DEC 2010 |
| 52.222-50      | Combating Trafficking in Persons                                                                                                        | NOV 2021 |
| 52.222-54      | Employment Eligibility Verification                                                                                                     | MAY 2022 |
| 52.223-18      | Encouraging Contractor Policies To Ban Text Messaging<br>While Driving                                                                  | JUN 2020 |
| 52.225-13      | Restrictions on Certain Foreign Purchases                                                                                               | FEB 2021 |
| 52.232-33      | Payment by Electronic Funds Transfer--System for Award<br>Management                                                                    | OCT 2018 |
| 52.232-39      | Unenforceability of Unauthorized Obligations                                                                                            | JUN 2013 |
| 52.232-40      | Providing Accelerated Payments to Small Business<br>Subcontractors                                                                      | NOV 2021 |
| 52.233-3       | Protest After Award                                                                                                                     | AUG 1996 |
| 52.233-4       | Applicable Law for Breach of Contract Claim                                                                                             | OCT 2004 |
| 52.239-1       | Privacy or Security Safeguards                                                                                                          | AUG 1996 |

|                    |                                                                                                                        |          |
|--------------------|------------------------------------------------------------------------------------------------------------------------|----------|
| 252.203-7000       | Requirements Relating to Compensation of Former DoD Officials                                                          | SEP 2011 |
| 252.203-7002       | Requirement to Inform Employees of Whistleblower Rights                                                                | SEP 2013 |
| 252.203-7003       | Agency Office of the Inspector General                                                                                 | AUG 2019 |
| 252.204-7003       | Control Of Government Personnel Work Product                                                                           | APR 1992 |
| 252.204-7012       | Safeguarding Covered Defense Information and Cyber Incident Reporting                                                  | DEC 2019 |
| 252.204-7015       | Notice of Authorized Disclosure of Information for Litigation Support                                                  | MAY 2016 |
| 252.204-7018       | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services                             | JAN 2021 |
| 252.204-7020       | NIST SP 800-171 DoD Assessment Requirements                                                                            | MAR 2022 |
| 252.204-7022       | Expediting Contract Closeout                                                                                           | MAY 2021 |
| 252.205-7000       | Provision Of Information To Cooperative Agreement Holders                                                              | DEC 1991 |
| 252.211-7003       | Item Unique Identification and Valuation                                                                               | MAR 2022 |
| 252.223-7008       | Prohibition of Hexavalent Chromium                                                                                     | JUN 2013 |
| 252.225-7012       | Preference For Certain Domestic Commodities                                                                            | APR 2022 |
| 252.225-7028       | Exclusionary Policies And Practices Of Foreign Government                                                              | APR 2003 |
| 252.225-7048       | Export-Controlled Items                                                                                                | JUN 2013 |
| 252.225-7051       | Prohibition on Acquisition of Certain Foreign Commercial Satellite Services.                                           | SEP 2021 |
| 252.225-7052       | Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.                                             | AUG 2022 |
| 252.225-7056       | Prohibition Regarding Business Operations with the Maduro Regime                                                       | MAY 2022 |
| 252.225-7058       | Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China                           | AUG 2022 |
| 252.225-7972 (Dev) | Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)                        | MAY 2020 |
| 252.226-7001       | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | APR 2019 |
| 252.227-7015       | Technical Data--Commercial Items                                                                                       | FEB 2014 |
| 252.227-7037       | Validation of Restrictive Markings on Technical Data                                                                   | APR 2022 |
| 252.232-7003       | Electronic Submission of Payment Requests and Receiving Reports                                                        | DEC 2018 |
| 252.232-7010       | Levies on Contract Payments                                                                                            | DEC 2006 |
| 252.232-7017       | Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration                          | APR 2020 |
| 252.239-7018       | Supply Chain Risk                                                                                                      | FEB 2019 |
| 252.243-7002       | Requests for Equitable Adjustment                                                                                      | DEC 2012 |
| 252.244-7000       | Subcontracts for Commercial Items                                                                                      | JAN 2021 |
| 252.247-7023       | Transportation of Supplies by Sea                                                                                      | FEB 2019 |

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance

will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.



(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-O0021) (MAY 2022)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor before the end of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

(End of clause)

#### 52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-O0019) (JAN 2022)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in—

(1) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Acquisition Regulations System (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.217-7000 EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS--  
BASIC (NOV 2014)

(a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.

(b) b(3), b(4)

Applicable CLIN: CLIN 0002.

(End of clause)

252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the b(3), b(4) contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of Clause)

CLAUSES INCORPORATED BY REFERENCE

252.225-7043      Antiterrorism/Force Protection Policy for Defense  
Contractors Outside the United States

JUN 2015

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